

AMENDED CONTRACT SERVICES

1.0 PARTIES

THIS AGREEMENT, entered into this _____ day of January, 2013 by and between The City of Monroe (hereinafter referred to as the “City”) and Cascade Materials & Aggregate, LLC, (hereinafter called the “Contractor”).

2.0 RECITALS

The City desires to contract with the Contractor for the performance of Biosolids Transport and Contractor is agreeable to performing such services in accordance with the terms and conditions set forth herein. Biosolids characteristics are as follows:

- 15 – 17% TS
- Up to 2000 - 2800 wet tons per year
- Class B Biosolids (Vector Attraction **not** met)

IN CONSIDERATION of mutual benefits, terms and conditions specified below, the parties agree as follows:

3.0 SCOPE OF SERVICES

3.1 Transport of Biosolids from the Department of Corrections to the City of Monroe Wastewater Treatment Plant. The Contractor shall:

- 3.1.1 Provide certified scale weight for each loaded trailer, payment will be based off of this ticket weight.
- 3.1.2 Provide trailer capable of holding at least 22 tons.
- 3.1.3 Have the ability to haul up to 90 wets tons per week (30 being the norm).
- 3.1.4 Work in a professional, workmanlike manner and shall meet the approval of the City.

4.0 TIME PERFORMANCE

4.1 Contractor shall provide trailer to Department of Corrections loading site for material loading (city staff will load trailer) within 24 hour notice.

5.0 CONTRACTOR PERFORMANCE

5.1 QUALITY AND ACCEPTABILITY OF WORK

The Wastewater Treatment Plant Manager or his designee shall review the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the Wastewater Treatment Plant Manager or his designee, performance becomes unsatisfactory, The City will notify the Contractor, its authorized representatives, or agents, in writing of the unsatisfactory condition.

5.2 UNSATISFACTORY PERFORMANCE

Upon notice of unsatisfactory performance, the Contractor will have 10 regularly scheduled working days from the time of notice of the unsatisfactory condition to complete corrective action.

6.0 COMPENSATION

6.1 Contractor shall be paid based on acceptable work performed at the rate of \$47.48 per wet ton plus Washington State Sales Tax.

6.2 Negotiations regarding price adjustments shall be made after negotiations between City and Contractor through an amendment of said price for this agreement.

6.3 Contractor shall invoice the City monthly for services rendered under this Agreement and include the appropriate sales tax as a separate line item. Upon acceptance by the City of the invoiced work, which acceptance shall not be unreasonably withheld, Contractor shall be compensated in accordance with the City's usual procedures.

7.0 CHANGES IN SERVICES

7.1 The services to be performed under this contract and the compensation to be paid therefore may be changed only by written agreement of the parties.

8.0 INSURANCE

8.1 Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City of Monroe, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits

including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the

Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

9.0 COMPLIANCE WITH LAWS

9.1 Contractor shall comply with all applicable federal, state, and local laws in performing services under this Agreement.

10.0 TERMINATION / RENEWAL

10.1 If Contractor breaches any obligations under this agreement, and fails to cure the same within 10 days of written notice by the City to do so, the City may immediately terminate this Agreement, in which case, the City shall pay Contractor only for the costs of services completed by Contractor and accepted by the City in accordance with this Agreement.

10.2 By mutual consideration of both parties for services provided under this Agreement, Contractor shall provide services automatically for up to three (3), 1-year extension options unless early termination by either party.

10.3 Except as otherwise provided herein, the City may terminate this Agreement for any reason upon thirty (30) days written notice to the Contractor, in which case the City shall pay Contractor for all costs incurred by the Contractor in performing services under this Agreement to the date of termination. Upon receipt of such notice, Contractor shall cease all work on the date set forth in the Notice of Termination, which may be later than thirty (30) days.

10.4 Contractor may terminate this Agreement for any reason upon ninety (90) days written notice to the City. Contractor shall continue to perform during the ninety (90) day period.

11.0 AUTHORIZED SIGNATURE

11.1 Authorized Signature. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

WHEREFORE, the parties agree to be bound by the terms and conditions set forth above.

DATED, this _____ day of January, 2013.

CITY OF MONROE, WA

**CASCADE MATERIALS &
AGGREGATE, LLC**

Robert G. Zimmerman, Mayor

Kurt Bartelheimer, Manager

ATTEST:

Eadye Martinson, Deputy City Clerk

ATTACHMENTS

ATTACHMENT A: Spill Response

ATTACHMENT B: General Permit for Biosolids Management